



CALL-UP AGAINST A STANDING OFFER FOR TEMPORARY HELP/CONTRACT AGAINST A SUPPLY ARRANGEMENT
COMMANDE SUBSÉQUENTE À UNE OFFRE À COMMANDE POUR AT/CONTRAT SUITE À UN ARRANGEMENT EN MATIÈRE D'APP

Page: 1

To: - À :		Contact - Personne-ressource		Tel. No. - N° du Tél.	Fax. No. - N° de télécop.	Order No. - N° de la demande
EXCEL HUMAN RESOURCES 300-102 BANK ST OTTAWA ON K1P 5N4 CANADA		Sherry Shaaked		613-948-9719		4507426
Standing Offer No./Supply Arrangement No. No de l'offre à commandes/No arrangement en matière d'approvisionnement		Amendment No. - N° de la modification		Previous Value (inc. taxes) - Valeur précédente (y compris la taxe)		
SO/OC: EN578-060502/172/ZT						
Vendor # - N° fournisseur	Contact Name - Nom du contact	Acc. # - N° comp.	Tel. No. - N° du Tél.	Fax. No. - N° de télécop.	Inc./Dec. (inc. taxes) - Aug./Dim. (y compris la taxe)	Revised value - Valeur révisée
100024954						
Item No. N° Art.	Description			Hours Heures	Rate Taux	Total Total
00001	-Financial Management, Intermediate Temporary help					21,894.00
Reason for call-up/Motif de la demande				Ext. Price Prix prévu		
Reason 3 / Raison 3				21,894.00		

- The order number must appear on invoices and correspondence.

Le numéro de la demande doit apparaître sur la facture et la correspondance.

HRB approval no. N° d'approbation de la DGRH		Name of referral Personne référée		Individual confirmed Personne confirmée		Security classification Niveau de la cote sécuritaire		Place of clearance Lieu d'obtention de l'autorisation	
						Enhanced		PWGSC	
Language requirements Exigences linguistiques		Hours of work - Heures de travail		Overtime Heures supplémentaires		Classification		Period of Contract (M/D/Y) Période du contrat (M/J/A)	
English/Anglais		08:00:00 - 16:00:00		No/Non		FINANCIAL MANAGEMENT, INTERMEDIATE		04/13/2018 To/Au: 08/21/2018	
Services to be supplied at - Endroit où les services seront fournis		Invoicing address - Adresse de facturation		Sub-total / Sous-total		Terms of payment - Modalités de paiement		Tax Amount/Montant de la taxe	
INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6		INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6 Email/Courriel:		21,894.00		Direct deposit 30 days from receipt		2,846.22	
				TOTAL / CAD				24,740.22	
Special Instructions - instructions spéciales				Certified pursuant to subsection 32(1) of the Financial Administration Act Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.					
				SHAAKED, SHERY Signature					
				2018-04-11 Date					
				Approved for the Minister Approuvé pour le Ministre					
				HENDRICK, DENNIER Signature					
				2018-04-11 Date					

Canada



Appendix A - Appendice A
General Terms and Conditions - Conditions Générales

Order No. N° de la demande 4507426

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.



Appendice A - Appendix A
Conditions Générales - General Terms and Conditions

Order No
N° de la demande
4507426

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres à commandes/arrangements en matière d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

À titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous êtes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé à titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage à se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant.

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres à commandes soient renégociées pour la prochaine année financière:

Taxes

1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient à l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe à la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas où les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif à toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre à l'entrepreneur de calculer les effets de cette modification.

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**CALL-UP AGAINST A STANDING OFFER FOR TEMPORARY HELP/CONTRACT AGAINST A SUPPLY ARRANGEMENT
COMMANDE SUBSÉQUENTE # UNE OFFRE # COMMANDE POUR AT/CONTRAT SUITE # UN ARRANGEMENT EN MATIÈRE D'APP**

Page: 1

To: - À : ALTIS HUMAN RESOURCES (OTTAWA) 300-102 BANK ST OTTAWA ON K1P 5N4 CANADA			Contact - Personne-ressource Marie-Josée Courchesne		Tel. No - N° du Tél. 613-941-7951		Fax. No. - N° de télécop.		Order No. N° de la demande 4507428		
Standing Offer No./Supply Arrangement No. / No de l'offre # commandes/No arrangement en matière d'approvisionnement SA/AMA: EN578-060502/141/ZT			Amendment No. - N° de la modification		Previous Value (Inc. taxes) - Valeur précédente (y compris la taxe)						
Vendor # - N° fournisseur 100125283		Contact Name - Nom du contact [REDACTED]		Acc. # - N° comp. ..		Tel. No - N° du Tél. [REDACTED]		Fax. No. - N° de télécop.		Inc./Dec. (Inc. taxes) - Aug./Dim. (y compris la taxe) Revised value - Valeur révisée	
Item No. N° Art.		Description				Hours Heures		Rate Taux		Total Total	
00001		-THS-Evaluation Analyst-Intermediate Temporary help				[REDACTED]		[REDACTED] 35,437.50		35,437.50	
Reason for call-up/Motif de la demande Reason 3 / Raison 3											

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HRB approval no. N° d'approbation de la DGRH		Name of referral Personne référée		Individual confirmed Personne confirmée [REDACTED]		Security classification Niveau de la cote sécuritaire Enhanced		Place of clearance Lieu d'obtention de l'autorisation PWGSC	
Language requirements Exigences linguistiques English/Anglais		Hours of work - Heures de travail 08:00:00 - 16:00:00		Overtime Heures supplémentaires No/Non		Classification EVALUATION ANALYST, INTERMEDIATE		Period of Contract (M/D/Y) Période du contrat (M/J/A) 05/17/2018 To/Au: 04/12/2019	
Services to be supplied at - Endroit où les services seront fournis INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6				Invoicing address - Adresse de facturation INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6 Email/Courriel:				Sub-total / Sous-total 35,437.50	
						Terms of payment - Modalités de paiement Direct deposit 30 days from receipt		Tax Amount/Montant de la taxe 4,606.88	
								TOTAL / CAD 40,044.38	
Special Instructions - Instructions spéciales						Certified pursuant to subsection 32(1) of the Financial Administration Act Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques. [REDACTED] COURCHESNE, JOSÉE - [REDACTED] Signature			
						Approved for the Minister Approuvé pour le Ministre [REDACTED] BENDRICK, JENNIFER Signature			
						Date May 17, 2018			
						Date May 18, 2018			

Canada



Appendix A - Appendice A General Terms and Conditions - Conditions Générales

Order No.
N° de la demande
4507428

TERMS AND CONDITIONS

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Appendice A - Appendix A Conditions Générales - General Terms and Conditions

TERMES ET CONDITIONS

AU FOURNISSEUR

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titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

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La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financière:

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1.1 Les ministères et organismes fédéraux doivent payer les taxes applicables.

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- a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.
- b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

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ATIA - 19(1)

ATIA - 20(1)(b)

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Order No.
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4507428

Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6

Basis of Payment

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at appendix B, to a limitation of expenditure of \$35,437.50. Customs duties are included and Applicable Taxes are extra.

Stream5a: Professional Services, Evaluation Analyst: Intermediate

Name: [REDACTED]

All Inclusive Fixed Hourly Rate: [REDACTED] (Applicable Taxes excluded)

Level of Effort: [REDACTED]

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \$35,437.50. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

Electronic Payment of Invoices # Contract

The Contractor accepts to be paid using Direct Deposit.

Canada



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Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

Invoicing Instructions - Monthly

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

a. a copy of time sheets to support the time claimed;

2. Invoices must be distributed as follows:

- a. The original must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.
- b. One (1) copy must be forwarded to frederic.doyon2@canada.ca



Appendix C - Appendice C Statement of Work - Énoncé des travaux

Participation in the Horizontal Governance and Reporting Evaluation at Infrastructure Canada (INFC)

Evaluation Analyst:

The Evaluation Analyst is required to participate in the Horizontal Governance and Reporting Evaluation and Territories project. The Evaluation Analyst may work on other evaluation activities as needed.

The Evaluation Analysts cannot work on Treasury Board Submissions and Cabinet documents.

Project Objectives

The objective of the evaluation is to provide a neutral and objective assessment of the effectiveness of the horizontal governance and reporting of the Government of Canada's Investing in Canada Plan (IICP) initiative, including Infrastructure Canada's leadership role, monthly and quarterly reporting and management of issues. This responds to senior management's information needs and positions the department for the ongoing implementation of the Investing in Canada Plan.

Roles and responsibilities of the Resource

Project meetings and updates

- Attend update meetings every 2 weeks with INFC's Evaluation lead (e.g. to track meeting minutes, agenda, action items, follow up)
- Prepare progress reports every 3 weeks for Evaluation lead to review, to send to Evaluation manager

Phase 1: Evaluation plan finalization, including evaluation matrix

- Preliminary review of key documents to understand initiatives and status to date
- Draft evaluation methodologies and sampling strategies as needed by the project lead, with program consultations
- Review of the evaluation matrix to determine feasibility
- Review of the evaluation plan overall to help finalize deliverable and make any adjustments (based on discussions with Goss Gilroy and program)

Phase 2: Data collection tool development

- Review and finalize the following tools for data collection: document review, interview and benchmarking lines of evidence (including both data collection tools and analysis tools) with Evaluation lead/staff
 - o Make any revisions considering the advice of GGI and program input
- Develop a work plan for data collection, analysis and reporting (for the three lines of evidence above) and any tracking templates (for reporting/status updates)

Phase 3: Data collection and analysis

Activity 1: Document Review



- Review documents and code findings according to evaluation question
- Produce technical report for document review that includes detailed information related to sampling and methodology as well as detailed findings, per evaluation questions

Order No.
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Activity 2: Interviews

- Send invitation to participants to schedule meetings
- Send reminders for those who do not respond
- Brief Evaluation lead on status
- Conduct interviews with evaluation lead
- Compilation of raw notes and save them according to Evaluation Services standards
- Analysis and preparation of technical report for interviews that includes detailed information related to sampling and methodology as well as detailed findings, per evaluation questions
- findings by evaluation questions

Activity 3: Benchmarking exercise

- Gather the information through planned lines of evidence (e.g., interview, document review)
- Analyze findings and prepare technical report for the benchmarking exercise that includes detailed information related to sampling and methodology as well as detailed findings, per evaluation questions
- findings by evaluation question

Phase 4: Integrated analysis

- Provide a list/summary of preliminary findings, per evaluation question, using all lines of evidence (using Finding Sheet template) and be prepared to present and/or discuss them with the Evaluation lead and relevant INFC staff
- Prepare a list of any key themes that emerge from all the analysis conducted to date
- Draft the summary findings document using any feedback/suggestions/discussions that emerge, including any conclusions and recommendations

Phase 5: Reporting phase

- Provide inputs to various section of the report

[all deliverables in each phase need to be submitted to the Project Authority in PDF and Word format]

Location of Work:

All work for this Contract will be performed at INFC offices at 180 Kent St., Ottawa, ON.

Support by Canada:

INFC will provide the resource with:

- o computer/laptop with peripherals

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- o workspace at the location of work
- o access to required areas at the location of work and on

INFC's networks

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Canada



Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

Security Requirements (Common SRCL # 19)

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS, CONFIDENTIAL or SECRET as required, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex _____;
 - b. Industrial Security Manual (Latest Edition).

NOTE: There are multiple levels of personnel security screenings associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.

Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Appendix C

Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2010B 2016-04-04, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Period of the Contract

The period of the Contract is from date of Contract to April 12th, 2019 inclusive

Authorities

Contracting Authority

The Contracting Authority for the Contract is:

Name: Jennifer Hendrick
Title: Manager, Procurement Services
Infrastructure Canada
Corporate Services Branch
Directorate: Finance and Administration
Address: 1100-180 Kent St, Ottawa, ON, K1P 0B6

Telephone: 613-960-6334
E-mail address: jennifer.hendrick2@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Project Authority

The Project Authority for the Contract is:

Name: Marie-Josée Courchesne
Title: Manager
Organization: Infrastructure Canada
Address: 1100-180 Kent St, Ottawa, ON, K1P 0B6

Telephone: 613-941-7951
E-mail address: marie-josée.courchesne@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting

Contractor's Representative

The Contractor's representative for this Contract is:

Name: [REDACTED]
 Organization: Altis Professional Recruitment
 E-mail: [REDACTED]@altisprofessional.com

Proactive Disclosure of Contracts with Former Public Servants

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

"fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the Public Service Superannuation Act.

"former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c. M-5, and that portion of





Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No (X)

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to the fee abatement formula, as required by Treasury Board Policy.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes () No (X)

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

Certifications and Additional Information



Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B 2016-04-04, General Conditions - Professional Services (Medium Complexity)
- (c) Appendix C, Statement of Work;



**Infrastructure
Canada**

(d) Appendix B, Basis of Payment

(e) Appendix D, Security Requirements Check List;

(f) the Contractor's bid dated May 15th, 2018

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Order No.
N° de la demande
4507428

Canada



**Infrastructure
Canada**

**CALL-UP AGAINST A STANDING OFFER FOR TEMPORARY HELP/CONTRACT AGAINST A SUPPLY ARRANGEMENT
COMMANDE SUBSÉQUENTE # UNE OFFRE # COMMANDE POUR AT/CONTRAT SUITE # UN ARRANGEMENT EN MATIÈRE D'APP**

To: - À : SPIRIT PERSONNEL INC. 173B DALHOUSIE ST OTTAWA ON K1N 7C7 CANADA			Contact - Personne-ressource Eric Hallam		Tel. No. - N° du Tél. 613-960-9252		Fax. No. - N° de télécop.		Order No. N° de la demande 4507436		
Standing Offer No./Supply Arrangement No. No de l'offre # commandes/no arrangement en matière d'approvisionnement SA/AMA: EN578-060502/128/ZT			Amendment No. - N° de la modification			Previous Value (inc. taxes) - Valeur précédente (y compris la taxe)					
Vendor # - N° fournisseur 100131122		Contact Name - Nom du contact		Acc. # - N° comp.		Tel. No. - N° du Tél.		Fax. No. - N° de télécop.		Inc./Dec. (inc. taxes) - Aug./Dim. (y compris la taxe)	
Item No. N° Art.		Description				Hours Heures		Rate Taux		Total Total	
										Disc Esc	
00001		-THS-Admin Assistant/Translator Coordinat Temporary help						31,609.20			
										Ext. Price Prix prévu 31,609.20	
Reason for call-up/Motif de la demande Reason 3 / Raison 3											

- The order number must appear on invoices and correspondence.

Le numéro de la demande doit apparaître sur la facture et la correspondance.

HRB approval no. N° d'approbation de la DGRH		Name of referral Personne référée		Individual confirmed Personne confirmée		Security classification Niveau de la cote sécuritaire Enhanced		Place of clearance Lieu d'obtention de l'autorisation PWGSC	
Language requirements Exigences linguistiques Bilingual/Bilingue		Hours of work - Heures de travail 08:30:00 - 16:30:00		Overtime Heures supplémentaires No/Non		Classification ADMINISTRATIVE SERVICES, INTERMEDIATE		Period of Contract (M/D/Y) Période du contrat (M/J/A) 06/04/2018 To/Au: 04/26/2019	
Services to be supplied at - Endroit où les services seront fournis INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST. OTTAWA ON K1P 0B6				Invoicing address - Adresse de facturation INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6 Email/Courriel:				Sub-total / Sous-total 31,609.20	
				Terms of payment - Modalités de paiement Direct deposit 30 days from receipt				Tax Amount/Montant de la taxe 4,109.20	
								TOTAL / CAD 35,718.40	
Special Instructions - Instructions spéciales						Certified pursuant to subsection 32(1) of the Financial Administration Act Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques. HALLAM, ERIC Signature MAY 31 2018 Date Approved for the Minister / Approuvé pour le Ministre HEARDICK, JENNIFER Signature May 31, 2018 Date			

Canada



Appendix A - Appendice A General Terms and Conditions - Conditions Générales

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.



Appendice A - Appendix A Conditions Générales - General Terms and Conditions

Order No.
N° de la demande
4507436

TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres # commandes/arrangements en mati#re d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant .

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financi#re:

Taxes

1.1 Les minist#res et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas o# les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.

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ATIA - 19(1)

ATIA - 20(1)(b)

Page: 4

Order No.
N° de la demande
4507436

Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6

Basis of Payment:

The Contractor will be paid firm hourly rates as indicated herein, for work performed in accordance with the Contract. Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

Classification of Personnel Required; in accordance with THS Supply Arrangement

Below is a list of the classification(s) of personnel required to fulfill this requirement and it is in accordance with THS Supply Arrangement

The following table lists the name(s) of the THS resource(s); information regarding the THS requirement; and Firm hourly rates and total cost of contract.

Name of Resource: [REDACTED]

Stream number, Classification & Level of Expertise:

Stream2 - Administrative Services - Intermediate

Required Personnel Security screening: Enhanced Reliability

Bilingual (Y/N): Y

Firm Hourly rate: [REDACTED]

Estimated Total Hours: [REDACTED]

Total Estimated cost GST/HST extra

Limitation of Expenditure:

1. Canada's total liability under the Contract will not exceed \$31,609.20, HST extra.
2. No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority for the Contract, prior to their incorporation into the Work.

The Contractor will not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written

Canada



approval of the Contracting Authority. The Contractor will notify the Contracting Authority in writing as to the adequacy of this sum when:

- i. it is 75 percent committed, or
- ii. four (4) months prior to the Contract end date, or
- iii. If the Contractor considers the funds provided are inadequate for the completion of the Work, whichever comes first.

The above limitation of expenditure amount is included for the administrative purposes of Canada only and does not represent any commitment on the part of Canada to pay any amounts except as expressly set out in this Contract.

3. In the event that the notification refers to inadequate funds, the Contractor will provide to the Contracting Authority in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability.

Goods and Services Tax / Harmonized Sales Tax (GST/HST):

1. All prices and amounts of money in the Call-up/Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
2. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST and HST paid or due.

Method of Payment:

Payment by Canada for the Work will be made following delivery, inspection and acceptance of the Work and upon presentation of invoices and any other substantiating documentation as Canada requires.

Canada will pay invoices on contracts against the Supply Arrangement by Direct Deposit

Audit:

All costs and charges to the Contract may be verified by Canada before or after payment is made to the Contractor under the terms and conditions of the Contract.

The amount claimed under the terms and conditions of the Contract, as computed in accordance with the Basis of Payment, is subject to government audit.

Any payments made pending completion of the audit will be regarded as interim payments only and will be adjusted to the extent necessary to reflect the results of the said audit. If there has been an overpayment, it will be refunded promptly to Canada. Supporting information for each element of cost will be available and will be in sufficient detail that an in-depth audit can be performed.



Appendix C - Appendice C
Statement of Work - Énoncé des travaux

Order No.
N° de la demande
4507436

The Contractor must perform the Work in accordance with the Statement of Work.

THS resource must meet the Minimum Mandatory Qualifications detailed in the THS Supply Arrangement for the applicable classification and level of expertise.

Title:

Administrative Assistant/Translation Coordinator

Objective:

Temporary help is required for internal and corporate communications to provide administrative backup to a director and to coordinate and track translation requests.

Background:

Temporary administrative support is needed due to surges in workload and a temporarily reduced staff. The Operations teams requires one administrative assistant to provide support to the Director and the translation team during a busy period.

Tasks:

Administrative support and the management/coordination of translation requests.

The resource will be tasked with administrative support for one Director. This includes but is not limited to; calendar/agenda management, editing and proof reading, maintaining a BF system and task-tracking, handling invoices and maintaining financial files, helping to manage the budget and provide financial information and support to the director and the team.

Experience:

Recent experience providing administrative support to senior management using Microsoft Office, Outlook, Excel, and Word.

Deliverables:

Administrative Services as it pertains to the tasks listed above.

Travel:

There is no travel requirement for this contract



Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

Order No.
N° de la demande
4507436

Clauses for contracts issued under the THS Supply Arrangement (SA) for Temporary Help Services (THS) in the national capital Area.

It is recommended to use PWGSC Form 9400-4 as Page 1 of the Contract.

The Contractor's THS Supply Arrangement (SA) no. EN578-060502/128/ZT and Annexes are hereby incorporated into and form part of this Contract by reference.

Security Requirement:

1.1 The Contractor must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian and Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

1.2 The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/ PWGSC.

1.3 The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

1.5 The Contractor must comply with the provisions of the:

1. THS Generic Security Requirements Check List EN578-060502-SA1, EN578-060502-SA2, attached at Annex "C" of the Contractor's Supply Arrangement for Temporary Help Services, incorporated herein by reference.

2. Industrial Security Manual (Latest Edition).

Standard Clauses and Conditions:

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

General Conditions:

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Period of the Contract:

The period of the Contract is from June 4th, 2018 to April 22nd, 2019 inclusive.

Canada



Order No.
N° de la demande
4507436

Authorities:**Contracting Authority**

The Contracting Authority for the Contract is:

Name: Jennifer Hendrick
Title: Manager
Infrastructure Canada
Corporate Services
Directorate: Procurement
Address: 1100-180 Kent St, Ottawa, ON K1P 0B6

Telephone: 613-960-6334
E-mail address: jennifer.hendrick2@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

Project Authority

The Project Authority for the Contract is:

Allison Wildgust
Senior Communications Advisor
Communications, Operations
1100-180 Kent Street, Ottawa, ON K1P 0B6
Telephone: 613-948-9157
E-mail address: Allison.wildgust@canada.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

Contractor's Representative

[REDACTED]
[REDACTED]@spiritconsulting.ca

Canada

All services rendered may be reviewed within a reasonable time from commencement of the Contract on the basis of quality and adherence to Canada's schedule and standards. Resources assigned must be capable of performing the Contract at a level of competence considered acceptable by Canada.

Should resources be found unsuitable and the Contractor is notified within four (4) hours from the commencement of the start of his/her services, Canada will not be liable for payment to the Contractor for that period.

Access to Canada's Facilities:

1. The Contractor resource may be required to perform the work on-site in Canada offices or off-site at the Contractors facilities, where applicable.
2. Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the Work:
 - i. Designated User's premises;
 - ii. Designated User's computer systems (micro computer network);
 - iii. Documentation;
 - iv. Personnel for consultation; and,
 - v. Office space, telephones, desk space, manuals and terminals.
3. Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced facilities, equipment, documentation and personnel.
4. Subject to the approval of Canada, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the Canada's convenience.

Certifications:

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

SACC Manual Clauses:

The following table lists the Standard Acquisition Clauses and Conditions (SACC) manual clauses applicable:

Number	Date	Description
A7017C	2008-05-12	Replacement of Specific Individuals
B9028c	2007-05-25	Access to Facilities and Equipment
A9062C	2011-05-16	Canadian Forces Site Regulations
A9068C	2010-01-11	Government Site Regulations
C0711C	2008-05-12	Time Verification
C0705C	2010-01-11	Discretionary Audit

Canada



Applicable Laws:

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Priority of Documents:

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

1. the Articles of Agreement;
2. 2010B (2016-04-04) Conditions - Professional Services (Medium Complexity);
3. Annex "A" - Statement of Work;
4. Security Requirements Check List (if applicable);
5. the Contractor's THS Supply Arrangement (SA) no. EN578-060502/128/ZT
6. the Contractor's bid dated April 30th, 2018



**Infrastructure
Canada**

**COMMANDE SUBSÉQUENTE # UNE OFFRE # COMMANDE POUR AT/CONTRAT SUITE # UN ARRANGEMENT EN MATIÈRE D'APP
CALL-UP AGAINST A STANDING OFFER FOR TEMPORARY HELP/CONTRACT AGAINST A SUPPLY ARRANGEMENT**

To: - À:			Contact - Personne-ressource		Tel. No. - N° du Tél.	Fax. No. - N° de télécop.	Order No. N° de la demande
FMC PROFESSIONALS INC. 69 RUE VAUDREUIL GATINEAU QC J8X 2B9 CANADA			Mpume Mtinkulu		613-948-2844		4507437
Standing Offer No./Supply Arrangement No. No de l'offre # commandes/No arrangement en matière d'approvisionnement			Amendment No. - N° de la modification		Previous Value (Inc. taxes) - Valeur précédente (y compris la taxe)		
SA/AMA: EN578-060502/174/ZT							
Vendor # - N° fournisseur	Contact Name - Nom du contact	Acc. # - N° comp.	Tel. No - N° du Tél.	Fax. No. - N° de télécop.	Inc./Dec. (Inc. taxes) - Aug./Dim. (y compris la taxe)	Revised value - Valeur révisée	
100142332							
Item No. N° Art.	Description			Hours Heures	Rate Taux	Total Total	Disc Esc
00001	-Advanced ATIP Officer Service d'aide temporaire				149,162.25		
Reason for call-up/Motif de la demande				Reason 2 / Raison 2			

- The order number must appear on invoices and correspondence.

Le numéro de la demande doit apparaître sur la facture et la correspondance.

HRB approval no. N° d'approbation de la DGRH		Name of referral Personne référée		Individual confirmed Personne confirmée		Security classification Niveau de la cote sécuritaire		Place of clearance Lieu d'obtention de l'autorisation	
						Secret		PWGSC	
Language requirements Exigences linguistiques		Hours of work - Heures de travail		Overtime Heures supplémentaires		Classification		Period of Contract (M/D/Y) Période du contrat (M/J/A)	
French/Français		08:00:00 - 16:00:00		No/Non		ACCESS TO INFORMATION AND PRIVACY (ATIP), ADVANCED		06/18/2018 To/Au: 03/29/2019	
Services to be supplied at - Endroit où les services seront fournis				Invoicing address - Adresse de facturation				Sub-total / Sous-total	
INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6				INFRASTRUCTURE CANADA FINANCE 1100-180 KENT ST OTTAWA ON K1P 0B6 Email/Courriel:				149,162.25	
								Terms of payment - Modalités de paiement	
								payable dans les 30 jours (dépôt direct)	
								Tax Amount/Montant de la taxe	
								19,391.09	
								TOTAL / CAD	
								168,553.34	
Special Instructions - Instructions spéciales						Certified pursuant to subsection 32(1) of the Financial Administration Act Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques			
						 WONG, DENISE Signature			
						June 13, 2018 Date			
						Approved for the Minister / Approuvé pour le Ministre HENDRICK, JENNIFER Signature			
						June 13, 2018 Date			

Canada



Appendix A - Appendice A General Terms and Conditions - Conditions Générales

Order No.
N° de la demande
4507437

TERMS AND CONDITIONS

TO THE SUPPLIER

The individual Standing Offers/Supply Arrangements (SO/SA) listed on this contract are hereby accepted as follows:

As Supplier/Agent of the named Offer or, or as the Offer or, you are required to supply the goods or services, or both, described in the cited (SO/SA) at the prices or on the pricing basis stated therein, in accordance with the terms and conditions stated in the subject (SO/SA).

Only the goods or services or both included in the cited (SO/SA) shall be supplied pursuant to this call-up/contract and only to the extent specified below.

This document creates a series of individual call-up/contracts between Her Majesty the Queen in Right of Canada and the Offeror whose name appears as the source of the cited (SO/SA). The terms, conditions and prices stated in the (SO/SA) cited shall govern the contractual relationship between Her Majesty and the Offer or created by this document. The Supplier/Agent agrees to respect and abide by the terms, conditions and prices or pricing basis stated in each of the respective (SO/SA) and those of the call-up/contracts resulting.

1. Taxes

1.1 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes

1.1.2 Responsibility of Canada and of the Contractor

(a) Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

(b) The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

1.1.3 Changes to Taxes and Duties

In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient date in sufficient detail to have permitted the Contractor to calculate the effect of the change.



Appendix A - Appendix A Conditions Générales - General Terms and Conditions

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TERMES ET CONDITIONS

AU FOURNISSEUR

Les offres # commandes/arrangements en mati#re d'approvisionnement (OC/AMA) indiqués sur la commande sont acceptés selon les modalités suivantes:

titre de fournisseur ou d'agent du proposant nommé, ou en tant que proposant, vous #tes tenu de fournir les biens ou services (ou les deux) indiqués dans les OC/AMA en cause aux prix ou selon les modalités de prix et conformément aux conditions stipulées dans l'OC/AMA visé.

Ne seront fournis en vertu de cette commande / ce contrat que les biens ou services (ou les deux) prévus dans l'OC/AMA visé, et seulement jusqu'à concurrence de ce qui est précisé plus bas.

Le présent document crée une série de commandes / contrats individuels entre Sa Majesté la Reine du chef du Canada et le proposant nommé # titre de fournisseur pour les OC/AMA identifiés plus bas. Les conditions et les prix précisés dans l'OC/AMA individuel en cause régiront les liens contractuels existant entre Sa Majesté et le proposant en vertu de ce document. Le fournisseur ou l'agent s'engage # se conformer aux conditions et aux prix (ou aux modalités de prix) précisés pour chaque OC/AMA et dans les commandes / contrats découlant.

La clause suivante est ajoutée comme mesure de précaution jusqu'à ce que toutes les offres # commandes soient renégociées pour la prochaine année financi#re:

Taxes

1.1 Les minist#res et organismes fédéraux doivent payer les taxes applicables.

1.1.2 Responsabilité du Canada et de l'entrepreneur

a) Les taxes applicables seront payées par le Canada conformément aux dispositions de l'article sur la présentation de factures. Il revient # l'entrepreneur de facturer les taxes applicables selon le taux approprié, conformément aux lois en vigueur. L'entrepreneur accepte de remettre aux autorités fiscales appropriées les sommes acquittées ou exigibles au titre de taxes applicables.

b) L'entrepreneur n'a pas droit aux exemptions fiscales dont jouit le Canada, comme pour le paiement des taxes de vente provinciales, sauf indication contraire de la loi. L'entrepreneur doit payer la taxe de vente provinciale, les taxes accessoires et toute taxe # la consommation qui s'appliquent sur les biens ou services taxables utilisés ou consommés dans le cadre de l'exécution du contrat (conformément aux lois en vigueur), y compris les matériaux incorporés dans des biens immobiliers.

1.1.3 Modifications aux taxes et droits

Dans les cas o# les taxes applicables, les droits de douane et les taxes d'accise sont compris dans le prix contractuel, ce dernier sera ajusté afin de tenir compte de toute augmentation ou diminution des taxes applicables, droits de douane et taxes d'accise qui se sera produite entre la présentation de la soumission et l'attribution du contrat. Toutefois, il n'y aura pas d'ajustement relatif # toute modification pour augmenter le prix contractuel si un avis public assez détaillé de la modification a été donné avant la date de clôture de la soumission qui aurait pu permettre # l'entrepreneur de calculer les effets de cette modification.



Appendix B - Appendice B Terms of Payment - Modalités de paiement

Invoicing Address - Adresse de facturation

**INFRASTRUCTURE CANADA
FINANCE
1100-180 KENT ST
OTTAWA ON K1P 0B6**

The Contractor will be paid the following firm hourly rates for Work performed in accordance with the Contract:

Firm Hourly Rate: [REDACTED] (Applicable Taxes extra)

Estimated level of effort: [REDACTED]

Estimated sub-total for the resource: \$149,162.25 (plus Applicable Taxes)

Taxes: \$19,391.09

Estimated total cost for the resource: \$168,553.34 (including Applicable Taxes)

*A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave.
No work will be done and no payment will be made for the week of/starting December 24, 2018.

No overtime charges will be authorized under the Contract. All time worked will be compensated according to the above.

All other terms and conditions of supply arrangement #EN578-060502/174/ZT apply to and form part of this Contract.



Appendix C - Appendice C Statement of Work - Énoncé des travaux

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Context

The Access to Information & Privacy (ATIP) group at Infrastructure Canada is currently under-staffed and looking to clear a backlog of large, complex* and multi-dimensional files within the ATIP operations. The resource person(s) will provide workload support to enable the ATIP group to meet their legislative responsibilities, specifically access to information files, not privacy files.

* Note: A complex file is defined as having any combination of the following elements: competing priorities, multiple third-party interests, multiple government consultations, including central agencies; other internal or external negotiations regarding the scope of the request or deadlines for responding; contentious subject matter; significant volume of records to process; or potential complaint or litigation concerns.

Scope of Work

Duties to be performed by the resources include:

- Analyzing, processing, researching and preparing responses to sensitive access to information requests (not privacy) for files where there may be some difficulties in obtaining records and recommendations;
- Providing recommendations regarding the exemption or exclusion of information to be released;
- Reviewing sensitive/complex files, including consultations and potential cabinet confidences, and understanding the position of the Office of Primary Interest when there may be sensitivities and complexities in the nature of the information or content of a file;
- Assisting in the defense of decisions on complaints submitted to the Information and Privacy Commissioners; and
- Conducting work using an electronic case management system (in addition to the hardcopy version).

Location & Schedule of Work

The location of work will be at Infrastructure Canada's offices at 180 Kent St., Ottawa, ON. Work hours at this location for the resource will be a minimum of [REDACTED] (excluding the week of December 24 - 28, 2018) from Monday through Friday, 8am to 4pm. One day is defined as 7.5 hours exclusive of meal breaks.

Support from Canada

Infrastructure Canada will provide the resources with:

- Office space at the location of work;
- Computer, keyboard, monitor, mouse with access to a printer and copier;
- Access to the required hardcopy and electronic files; and
- Informal training on the specific case management system used (less than 3 hours).



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No Travel Required

There is no travel requirement for this Contract.

Language Constraint

The majority of backlogged files are in French, so the resource person must be fluent in French.

Resource Person

The resource person who will perform the Work in this Contract is identified in Appendix D - Supplementary Conditions.



Appendix D - Appendice D Supplementary Conditions - Conditions supplémentaires

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The Contractor's THS Supply Arrangement (SA) no. EN578-060502/174/ZT and Annexes are hereby incorporated into and form part of this Contract by reference.

Requirement Summary

1. Statement of Work

For details on the work to be performed, see Appendix C - Statement of Work.

2. Classification of Personnel Required

The classification of personnel required to fulfill this requirement is Stream 5f - Policy & Advisory Services, ATIP at the senior level and it is in accordance with THS Supply Arrangement.

The name of the THS resource to perform the work in Appendix C - Statement of Work is: [REDACTED].

The firm hourly rates and total cost of the contract are located in Appendix B - Terms of Payment.

Articles of Agreement

1. Security Requirement

1.1 The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian and Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

1.2 The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS OR SECRET, granted or approved by CISD/PWGSC.

1.3 The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

1.5 The Contractor must comply with the provisions of the:

1. Security Requirements Check List;
2. Industrial Security Manual (Latest Edition).

2. Statement of Work

Canada

The Contractor must perform the Work in accordance with Appendix C - Statement of Work.

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THS resource(s) must meet the Minimum Mandatory Qualifications detailed in the THS Supply Arrangement for the applicable classification and level of expertise.
Classifications Table of Contents (Version 1)

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from June 18, 2018 to March 29, 2019 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jennifer Hendrick
Organisation: Infrastructure Canada
Phone: 613-960-6334
Email: jennifer.hendrick2@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority.
The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Name: Mpume Mtimkulu
Organisation: Infrastructure Canada
Phone: 613-948-2844
Email: mpume.mtimkulu@canada.ca



The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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5.3 Contractor's Representative

The Contractor's representative is:

Name: [REDACTED]
 Organisation: FMC Professionals Inc.
 Phone: [REDACTED]
 Email: [REDACTED]@fmcprofessionals.com

6. Payment

6.1 Basis of Payment

The Contractor will be paid firm hourly rates as indicated in Appendix B - Terms of Payment, for work performed in accordance with the Contract.

6.2 Limitation of Expenditure

1. Canada's total liability under the Contract will not exceed \$149,162.25 , GST or HST extra.
2. No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority for the Contract, prior to their incorporation into the Work.

The Contractor will not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority. The Contractor will notify the Contracting Authority in writing as to the adequacy of this sum when:

- i. it is 75 percent committed, or
- ii. four (4) months prior to the Contract end date, or
- iii. If the Contractor considers the funds provided are inadequate for the completion of the Work, whichever comes first.

The above limitation of expenditure amount is included for the administrative purposes of Canada only and does not represent any commitment on the part of Canada to pay any amounts except as expressly set out in this Contract.

3. In the event that the notification refers to inadequate funds, the Contractor will provide to the Contracting Authority in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability.

6.3 Goods and Services Tax / Harmonized Sales Tax (GST/HST)

1. All prices and amounts of money in the Call-up/Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
2. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress

Canada

claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST and HST paid or due.

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6.4 Method of Payment

Payment by Canada for the Work will be made following delivery, inspection and acceptance of the Work and upon presentation of invoices and any other substantiating documentation as Canada requires.

6.5 Payment by Direct Deposit

Canada will pay invoices on contracts against the Supply Arrangement by Direct Deposit.

7. Audit

All costs and charges to the Contract may be verified by Canada before or after payment is made to the Contractor under the terms and conditions of the Contract.

The amount claimed under the terms and conditions of the Contract, as computed in accordance with the Basis of Payment, is subject to government audit.

Any payments made pending completion of the audit will be regarded as interim payments only and will be adjusted to the extent necessary to reflect the results of the said audit. If there has been an overpayment, it will be refunded promptly to Canada. Supporting information for each element of cost will be available and will be in sufficient detail that an in-depth audit can be performed.

8. Suitability of Services

All services rendered may be reviewed within a reasonable time from commencement of the Contract on the basis of quality and adherence to Canada's schedule and standards. Resources assigned must be capable of performing the Contract at a level of competence considered acceptable by Canada.

Should resources be found unsuitable and the Contractor is notified within four (4) hours from the commencement of the start of his/her services, Canada will not be liable for payment to the Contractor for that period.

9. Access to Canada's Facilities

1. The Contractor resource may be required to perform the work on-site in Canada offices or off-site at the Contractors facilities, where applicable.
2. Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the Work:
 - i. Designated User's premises;
 - ii. Designated User's computer systems (micro computer network);
 - iii. Documentation;
 - iv. Personnel for consultation; and,
 - v. Office space, telephones, desk space, manuals and terminals.
3. Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. The Contractor is responsible for timely



identification of the need for access to the referenced facilities, equipment, documentation and personnel.

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4. Subject to the approval of Canada, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the Canada's convenience.

10. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

11. SACC Manual Clauses

The following are the Standard Acquisition Clauses and Conditions (SACC) manual clauses applicable to this Contract:

A7017C (2008-05-12) Replacement of Specific Individuals

B9028C (2007-05-25) Access to Facilities & Equipment

A9068C (2010-01-11) Government Site Regulations

C0711C (2008-05-12) Time Verification

C0705C (2010-01-11) Discretionary Audit

12. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

13. No Responsibility to Pay for Work not performed due to Closure of Government Offices

(a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

(b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

14. Priority of Documents

Canada

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

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1. the Articles of Agreement;
2. 2010B (2016-04-04) Conditions - Professional Services (Medium Complexity);
3. Appendix C - Statement of Work;
4. Appendix B - Terms of Payment;
5. Security Requirements Check List;
6. the Contractor's THS Supply Arrangement (SA) no. EN578-060502/174/ZT;
7. the Contractor's bid dated May 14, 2018.